

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

P O Box 13941, Austin, TX 78711

221 East 11<sup>th</sup> Street, Austin, TX 78701

Phone: 512.475.3984 Fax: 512.475.2672

**Doing Business Texas Style Spot Bid Fair 2016****Solicitation No: 332-16-521C****Due Date/Time: May 10, 2016 @ 3:00pm****BIDS MUST BE HAND DELIVERED TO THE TDHCA BOOTH AT THE SPOT BID FAIR.****Faxed, mailed or e-mailed bids will not be considered for award.**

(Please print clearly)

**Company Name:** \_\_\_\_\_**Contact:** \_\_\_\_\_**Address:** \_\_\_\_\_**City, State, Zip:** \_\_\_\_\_**Phone:** \_\_\_\_\_**Fax:** \_\_\_\_\_**E-mail:** \_\_\_\_\_**TIN or FEI#:** \_\_\_\_\_**PREFERENCES:** See Section 2.38 of the State of Texas Procurement Manual regarding preferences**Check below to claim a preference under 34 TAC Rule 20.38.**

- ☐ Goods produced or offered by a TX bidder that is owned by a Texas resident service-disabled veteran  
☐ Goods produced or offered by a TX bidder that is not owned by a Texas resident service-disabled veteran  
☐ Agricultural products grown in TX  
☐ Agricultural products offered by TX bidder  
☐ Services offered by a TX bidder that is owned by a Texas resident service-disabled veteran  
☐ Services offered by a TX bidder that is not owned by a Texas resident service-disabled veteran  
☐ Texas Vegetation Native to the Region  
☐ USA produced supplies, materials or equipment  
☐ Products of persons with mental or physical disabilities  
☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel

- ☐ Energy efficient products  
☐ Rubberized asphalt paving material  
☐ Recycled motor oil and lubricants  
☐ Products produced at facilities located on formerly contaminated property  
☐ Products and services from economically depressed or blighted areas  
☐ Vendors that meet or exceed air quality standards  
☐ Recycled or Reused Computer Equipment of Other Manufacturers  
☐ Foods of Higher Nutritional Value

**Award Notice:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.**\*Any purchase resulting from this response shall be subject to the attached Terms and Conditions.****\*Unless otherwise stated, shipping is considered to be FOB Destination, Freight Pre-paid and Allowed.****\*Responses shall be submitted on this form and must be manually signed.****\*Only tentative awards will be made at the Spot Bid Fair. A Purchase Order will be issued upon an Official Award.****\*TDHCA is a TAX EXEMPT Agency.****Deliver to:****Texas Department of Housing and Community Affairs (TDHCA)****Attn: Purchasing Department****221 East 11<sup>th</sup> Street****Austin, TX 78701****FOR ADDITIONAL INFORMATION CONTACT:** Sue Jaeger @ (512) 475-3984 or [sue.jaeger@tdhca.state.tx.us](mailto:sue.jaeger@tdhca.state.tx.us) (e-mail).**Delivery in \_\_\_\_\_ Calendar Days (ARO). Cash Discount \_\_\_\_\_ % \_\_\_\_\_ Days. The period of acceptance for this response is 30 days.**

LINE ITEM	CLASS ITEM	QTY	UOM	PRODUCT NUMBER	ITEM DESCRIPTION	UNIT COST	EXTENDED TOTAL
1	600/68	1	ea	62001	Martin Yale High-Speed Tabletop Electric Letter Opener. Dimensions: 12-1/4"H x 21-1/4"W x 14-3/4"D		
					Additional Charges (if applicable)		
					Inside Delivery Charge:		
					Freight Charge:		
					Installation Charge (Install & Hook-up)		
						<b>TOTAL</b>	

**FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID**

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**Authorized Vendor Signature****Title****Date**

Bidder agrees to comply with all specified terms and conditions.

## Renewals/Cancellations/Additions

- A. **GOOD FAITH EFFORT:** In accordance with the Texas Government Code, Chapter 2161, Subchapter F, § 2161.251 all contracts with expected value of at least \$100,000 including goods, services, public construction (excepting federally funded contracts if federal law prohibits application) must include a Historically Underutilized Business (HUB) Subcontracting Plan.
- B. **PUBLIC INFORMATION:** Notwithstanding any provisions of this Contract to the contrary, Contractor understands that *TDHCA* will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. *TDHCA* agrees to notify Contractor in writing promptly from receipt of a request for information related to Contractor's work under this contract. Contractor will cooperate with *TDHCA* in the production of documents responsive to the request. *TDHCA* will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify *TDHCA* General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing the Contract, or generated by the contractor in performing its duties under the contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.
- C. **FUNDING OUT:** (Required if a purchase or service transcends a biennium.) This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.
- D. **EXCESS OBLIGATIONS:** The General Appropriations Bill, Article IX, Section 6.04 prohibits an ordering entity to incur an obligation in excess of the amounts appropriated for the respective objects or purpose.
- E. **PRICING ESCALATION:** The pricing on this contract may be increased but shall not exceed \_\_\_\_\_% over the previous period.  
NOTE: This will be included in the overall bid evaluation.
- F. **AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure):** *TDHCA* may grant relief from performance of the contract if the contractor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the contractor. To obtain release based on Force Majeure, the contractor must file a written request with *TDHCA*.
- G. **ADDITIONAL CATEGORIES:** Additional categories may be added to the contract at bid rates for equivalent categories and under the same terms and conditions of the existing contract. Categories to be prorated according to period of coverage. The CAP for adding categories is 12% of the contract value.
- H. **SERVICE ADJUSTMENT/CONTINGENCY REQUIREMENTS:** The State envisions the necessity from time to time to incur additional changes against this contract to be considered "Service Adjustments/Contingency Requirements" (SACR). This is to include any service recognized to be needed to accommodate unforeseen occurrences. This SACR shall not exceed 10% of the total estimated cost by the awarded vendor.
- I. **ACCEPTANCE OF FUNDS:** Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contract will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contract and the requirement to cooperate is included in any subcontract awards.
- J. **CANCELLATION:** *TDHCA* reserves the right to accept or reject any (or all) bids submitted under this Invitation for Bids. The information contained in this Invitation for Bid is intended to serve only as a general description of the services sought by *TDHCA*. In releasing this bid, *TDHCA* is not obligated to proceed with any action, and may decide it is in *TDHCA*'s best interest to discontinue consideration of services. *TDHCA* reserves the right, with 30 days written notice, to cancel any contract awarded under the terms of this Invitation for Bid.
- K. **E-VERIFY SYSTEM** Contractor shall obtain authorization to use, and shall use, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility status of all persons, including subcontractors, hired, employed or otherwise assigned to perform work pursuant to the Contract within the United States of America. Upon the request of *TDHCA*, Contractor shall provide proof of current authorization to use the E-Verify system, and an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for such persons. **If Contractor fails to produce proof of current authorization or the required electronic or hardcopy screenshots the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.**

**TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS**

**STANDARD TERMS AND CONDITIONS:**

*ITEMS BELOW APPLY TO AND BECOME PART OF BID.*

*ANY EXCEPTIONS THERETO MUST BE IN WRITING*

**1. BIDDING REQUIREMENTS:**

- 1.01 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02 Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03 Bids must be time stamped at the Texas Department of Housing and Community Affairs (TDHCA) on or before the hour and date specified for the bid opening.
- 1.04 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06 Bid prices are requested to be firm for TDHCA acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the upper right corner.
- 1.08 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TDHCA based on an acceptable written reason.
- 1.09 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10 AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by TDHCA and/or investigation for antitrust violations.
- 1.12 The telephone number for FAX submission of bids is 1-512-475-2672. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 1-512-475-3998 or 1-512-475-1229 for FAX confirmation.
- 1.13 Inquiries pertaining to IFB must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.01 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Section 2155.067 of the Texas Government Code. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02 Unless otherwise specified, items shall be new and unused and of current production.
- 2.03 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 2.04 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS: Awards will be made in accordance with 34 TAC Rules 120.36(b)(3) and 20.38 (Preferences).**

4. DELIVERY:
  - 4.01 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
  - 4.02 If delay is foreseen, bidder shall give written notice to TDHCA. Bidder must keep TDHCA advised at all times of status of order.
  - 4.03 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TDHCA to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
  - 4.04 No substitutions permitted without written approval of TDHCA.
  - 4.05 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TDHCA.
5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized TDHCA personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.
6. AWARD OF CONTRACT: A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Sections 2155.074, 2155.144, 2156.007, and 2157.003 of the Texas Government Code shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.
7. PAYMENT: Vendor shall submit an itemized invoice showing TDHCA's Purchase Order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code.
8. PATENTS, TRADEMARKS, OR COPYRIGHTS: Bidder agrees to defend and indemnify the TDHCA from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TDHCA's use of any good or service provided by the bidder as a result of this IFB.
9. BIDDER ASSIGNMENTS: Bidder hereby assigns to the TDHCA any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Sec. §15.01, et seq.
10. BIDDER AFFIRMATIONS: Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
  - 10.01 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
  - 10.02 Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this State, the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
  - 10.03 Pursuant to Section 2155.004, Government Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
  - 10.04 Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter Name & Social Security Numbers for each person.

<b>Name:</b>	<b>Social Security Number:</b>
<b>Name:</b>	<b>Social Security Number:</b>
<b>Name:</b>	<b>Social Security Number:</b>

- 10.05 Pursuant to Section 2155.004 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

- 10.06 As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments and delinquent child support, until the debt is paid in full to the State of Texas.
- 10.07 Pursuant to §669.002, Gov't Code, TDHCA may not enter into a contract with a person who employs a current or former executive head of the TDHCA until four years has passed since that person was the executive head of TDHCA. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of THCA in the past four years. If bidder does employ a person who was the executive head of TDHCA, provide the following information:

Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of separation of State Agency: \_\_\_\_\_  
Position with Bidder: \_\_\_\_\_  
Date of Employment with Bidder: \_\_\_\_\_

- 10.08 In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.09 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at Excluded Parties List System (EPLS, <http://www.epls.gov>).
- 10.10 Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.11 Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12 Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items/services to TDHCA under the IFB and any resulting contract, if any, and that bidder's provision of the requested items/services under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. NOTE TO BIDDER: If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by Section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. PROTEST PROCEDURES: Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in TDHCA's rules at Texas Administrative Code, Title 10, Part 1, Chapter 1, Subchapter A, §1.4.
13. DISPUTE RESOLUTION: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Texas Department of Housing and Community Affairs and the bidder to attempt to resolve any dispute arising under this contract resulting from this IFB.
14. NON-APPROPRIATION OF FUNDS: Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TDHCA, either in whole or in part, subject to the availability of state funds. TDHCA is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TDHCA becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TDHCA's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TDHCA will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TDHCA will not be required to give prior notice.
15. TEXAS PUBLIC INFORMATION ACT: Notwithstanding any provisions of this IFB to the contrary, bidder understands that TDHCA will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TDHCA any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. CONFLICT OF INTEREST: Under Section 2155.003 of the Texas Government Code, a TDHCA employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement

Manual which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TDHCA or purchasers of other state agencies.

17. **FORCE MAJEURE:** Neither bidder nor TDHCA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:** Bidder is and shall remain an independent contractor in relationship to TDHCA. TDHCA shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against TDHCA for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
19. **INDEMNIFICATION:** The Bidder shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TDHCA, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or bidder in the execution or performance of any contract with bidder resulting from this IFB. Bidder shall coordinate its defense with the Texas Attorney General as requested by TDHCA. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the state or TDHCA for any claims or liabilities resulting from the negligent acts or omissions of TDHCA or its employees.
20. **RIGHT TO AUDIT:** In addition to and without limitation on the other audit provisions of this IFB, pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.
21. **Electronic and Information Resources Accessibility Standards, As Required by Texas Administrative Code (TAC), Title 1, Part 10, §213, Electronic and Information Resources (Applicable to State Agency and Institution of Higher Education Purchases Only).**

(1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter §213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. The term "Electronic and Information Resources" includes all electronic files created with software such as Microsoft Office; any electronic files that the Vendor provides to TDHCA as work products associated with this contract shall comply with 1 TAC Chapter §213 accessibility requirements.

(2) Vendor shall provide TDHCA with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under §508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TDHCA with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
22. **DRUG FREE WORKPLACE:** Contractor shall maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988.
23. **PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this contract shall be made without prior written approval from TDHCA.